

AG Contract No. KR96 0020TRN  
ADOT ECS File No. JPA 96-01  
Project 186 CH 326/H4015 01C  
Section: SR-186 @ Bisbee Ave.

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF WILLCOX

THIS AGREEMENT is entered into 28 AUGUST, 1996,  
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended,  
between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF  
TRANSPORTATION (the "State") and the CITY OF WILLCOX, acting by and through its  
MAYOR and CITY COUNCIL (the "City").

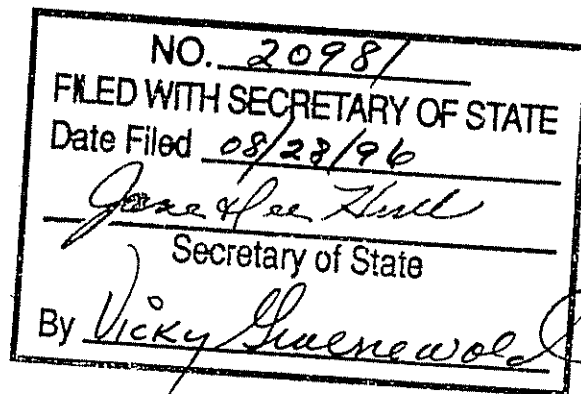
I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The State and the City desire to construct, operate and maintain a new traffic signal light warranted on SR-186 at the intersection of Bisbee Avenue, at an estimated cost of \$120,000.00, hereinafter referred to as the Project, for the safety and benefit of the motoring public.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:



## II. SCOPE OF WORK

### 1. The State will:

a. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction. Incorporate City review comments as appropriate.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for fifty percent (50%) of the cost of the Project, in an amount estimated at \$60,000.00. Be responsible for any contractor claims for extra compensation attributable to the State.

c. Invoice the City for fifty percent (50%) of the cost of the Project, in an amount estimated at \$60,000.00.

d. Upon completion and acceptance of the Project, provide traffic signal maintenance.

### 2. The City will:

a. Review the design documents and provide comments. Be responsible for any contractor claims for extra compensation attributable to the City.

b. Advance the State fifty percent (50%) of the cost of the Project, in an amount estimated at \$60,000.00, within 30 days after receipt of an invoice.

c. Upon completion and acceptance of the Project by the State, provide electrical energy to operate the signal.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance and electrical energy, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

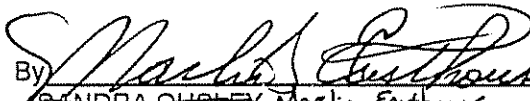
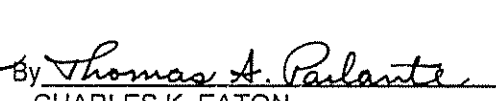
City of Willcox  
City Manager  
151 W. Maley  
Willcox, AZ 85643

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF WILLCOX

STATE OF ARIZONA  
Department of Transportation

By  By   
~~SANDRA GUSLEY~~ Martin Earhouse, ~~CHARLES K. EATON~~  
Mayor for State Traffic Engineer

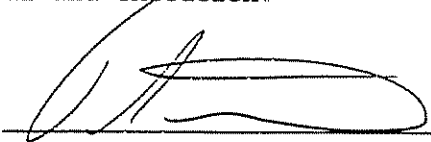
ATTEST

By   
CRISTINA G. WHELAN  
City Clerk

RESOLUTION

BE IT RESOLVED on this 3rd day of January 1996, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with with the City of Willcox for the purpose of defining responsibilities for the design, construction and maintenance of a new warranted traffic signal on SR-186 at Bisbee Avenue in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the State Traffic Engineer for approval and execution.



for LARRY S. BONINE  
Director

RESOLUTION NO. 96-18

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF CONSTRUCTING, OPERATING AND MAINTAINING A NEW TRAFFIC SIGNAL LIGHT ON SR-186 AT THE INTERSECTION OF BISBEE AVENUE.

**WHEREAS,** the State of Arizona is empowered by Arizona Revised Statutes Section 28-108 to enter into an intergovernmental agreement and has done so by resolution; and

**WHEREAS,** the City of Willcox is empowered by Arizona Revised Statutes Section 48-572 to enter into an intergovernmental agreement; and

**WHEREAS,** the State and the City desire to construct, operate and maintain a new traffic signal light warranted on SR-186 at the intersection of Bisbee Avenue, at an estimated cost of \$120,000, for the safety and benefit of the motoring public.

**NOW THEREFOR, BE IT RESOLVED,** that the Mayor and City Council of the City of Willcox, Cochise County, Arizona agrees to enter into an intergovernmental agreement with the Arizona Department of Transportation for the purpose of constructing, operating and maintaining a new traffic signal light on SR-186 at the intersection of Bisbee Avenue.

**PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL** of the City of Willcox, Cochise County, Arizona this 23rd day of July, 1996.

STATE OF ARIZONA }  
COUNTY OF COCHISE } ss.  
CITY OF WILLCOX }

I certify that the foregoing instrument is a full, true and correct copy of the original on file in this office.

Attested August 7, 1996

Signed Cristina G. Whelan

Witness City Clerk ATTEST:

Marlin Easthouse  
Marlin Easthouse, Mayor

APPROVED AS TO FORM:

Cristina G. Whelan  
Cristina G. Whelan, City Clerk

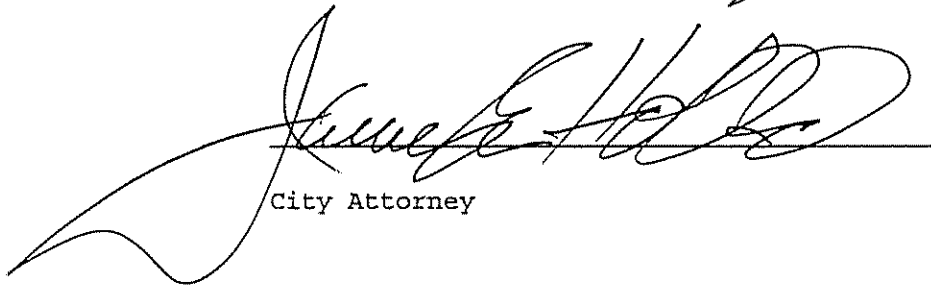
James E. Holland  
James E. Holland, City Attorney

RESOLUTION NO. 96-18

APPROVAL OF THE WILLCOX CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF WILLCOX and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 23 day of July, 1996.

  
City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

GRANT WOODS  
ATTORNEY GENERAL

TRN Main: 542-1680  
Direct: 542-8837  
Fax: 542-3646

MAIN PHONE: 542-5025  
TELECOPIER: 542-4085

## INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR96-0020-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 23rd day of August, 1996.

GRANT WOODS  
Attorney General

A handwritten signature in dark ink, appearing to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:lsr  
[684]